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# Agenda Item Form

Agenda Date: 03/30/04

Districts Affected: Citywide

Dept. Head/Contact Information: Community and Human Development, Nathalie Prise, (915) 541-4643

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                               | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                         | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                             | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                                    | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Independent Contractor Contracts</u> |   |  |

## Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

To provide sign language interpreting services for City departments on an as needed basis.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

General Funds

## Statutory or Citizen Concerns:

None Expected

## Departmental Concerns:

None

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1007 11 4 8 92

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign Contracts between the **CITY OF EL PASO** and the following individuals to provide sign language interpreting services for City related matters on an as needed basis, primarily for public meetings and City/County Health Department matters. The services may be required during normal work hours as well as after hours or weekends. The term of the contracts shall be for the period of April 1, 2004 through March 31, 2005.

1. **ROSA ARZOLA**
2. **ESTHER SALDAÑA**

**ADOPTED** this 30th day of March, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO       )

**INDEPENDENT CONTRACTOR CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ROSA ARZOLA**, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor on behalf of the Community and Human Development Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.    SCOPE OF SERVICES.    The Contractor shall perform the following services under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services:

Will provide sign language interpreting services for City related matters on an as needed basis, primarily for public meetings and City/County Health Department matters. The services may be required during normal work hours as well as after hours or weekends.

2.    TIME OF PERFORMANCE.    The services of the Contractor are to commence on April 1, 2004 and completed by March 31, 2005.

3.    COMPENSATION AND METHOD OF PAYMENT.    The Contractor shall be paid in accordance with the following schedule:

<i>Hourly Rate*</i>	
Condition	
General*	\$15.00
After Hours**	\$22.50
Spanish, General*	\$20.00
Spanish, After Hours**	\$30.00

\*    Two hour minimum

\*    Monday through Friday, 8:00 a.m. - 5:00 p.m.

\*\*   Evenings, weekends, City/State/Federal holidays and appointments with less than a 48 hours notice.

The City will provide no fringe benefits. Contractor agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is or such other places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after five (5) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for,

or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: City of El Paso  
Community and Human Development Department  
Attn: Interim Director  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

CONTRACTOR: Rosa Arzola

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 30th day of March, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Rosa Arzola

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Nathalie Prise  
Interim Director, Community and Human  
Development Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_  
Secretary  
Date: 3/25/04

ROSA ARZOLA  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

## EMPLOYMENT EXPERIENCE

Interpreter, Ysleta Independent School District – August 2003 to Present

Provide sign language services for hearing impaired instructor and hearing students in the classroom setting. Provide interpreting services for staff development, parent conferences, and meetings with administration as warranted.

Interpreter II, El Paso Community College – October 1985 to May 2003

Provide sign language interpreting services for the hearing impaired student population in a wide range of academic classroom settings, to include Basic Academic Skills courses to upper divisions courses, such as engineering physics, general chemistry, and all levels of mathematics.

Provide tutorial services to hearing impaired students as well as other disabled students in a variety of upper division courses.

Provide note-taking services to a variety of disabled students, primarily at the upper division levels of the math and science tracts.

## EDUCATION

El Paso Community College, El Paso, Texas

Associates of Science Degree in Pre-Engineering – 1999.

Associates of Science Degree in Mathematics – 1997.

Associates of Applied Science Degree in Para-Profession for the Hearing Impaired – 1987.

Certificate of Completion in Sign Language for the Hearing Impaired – 1985.

Certificate of Completion in Interpreting for the hearing Impaired – 1985.

Currently pursuing a double major in Mathematics and Chemistry at the University of Texas at El Paso.

## SPECIAL SKILLS

Tri-lingual: fluent in English, Spanish, and American Sign Language.

## REFERENCES

Available upon request.

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

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**WHEREAS**, Contractor possesses the skills to render said services to the City;

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Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

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Community and Human Development Department  
Attn: Interim Director  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

CONTRACTOR: Esther Saldaña

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 30th day of March, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
Esther Saldaña

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Nathalie Prise  
Interim Director, Community and Human  
Development Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_  
Secretary  
Date: 3/25/04

Esther Saldana

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

FEB 27 2004

**OBJECTIVE:** An opportunity to acquire professional growth and advancement.

#### **QUALIFICATIONS**

A total of (9) nine years experience in an administrative position with 20 to 25 Interpreters under my supervision with the last (36) thirty six months which included payroll and billing services. I have knowledge of the Americans with Disabilities Act, since Title II pertains to the provision of Communication Access Services to the Deaf Community in order to have equal accessibility. I also have (3 ½) three and a half years of accumulated experience in working with students with disabilities in both a two-year and four-year educational institution. Have basic computer knowledge with Microsoft Word, Excel, Power Point, and Quickbooks for billing. Have had the opportunity of providing sensitivity training to agencies that have the need to provide accessibility to the public which include the El Paso Police Department, RE Thomason Hospital, Texas Tech, Doctors, Lawyers, Municipal and County Courts and others. I also hold an Interpreter Certification Level I from the Texas Commission for the Deaf and Hard of Hearing and I have passed the written test section of the Registry of Interpreters for the Deaf in order to hold my national certification. I was a board member of the Texas Society of Interpreters for the Deaf up to June, 2003 and am Past President of the Local Chapter of the El Paso Registry of Interpreters for the Deaf.

#### **EDUCATION**

1990 - 1992 Associate of Applied Sciences Degree  
El Paso Community College

#### **EMPLOYMENT**

1992 - 1994 Sign Language/Interpreter Preparation Program Lab Assistant, El Paso Community College  
Provide tutoring for program students in all related classes, supervise video taped evaluations of students for instructors, supervised Lab material and interpreted all work related meetings for Deaf Instructors. Made necessary arrangements for workshops. Taught ASL I and the Lab portion of ASL IV.

1994-1997 Interpreter Coordinator, El Paso Center for the Deaf and Hard of Hearing, Inc.  
Responsible for scheduling and coordinating Interpreters to provide Interpreting services in a variety of settings, preparation of Interpreter payroll, maintain current files of Interpreters certification and Continuing Education Units. Generate and mail invoices to agencies for interpreting services rendered. Provide Interpreting Service Agreements to agencies, information and referral assistance on the Americans with Disabilities Act as needed. Provide sensitivity training to agencies in El Paso and the surrounding area. Recruit and evaluation all Interpreter candidates, supervise interpreter practicum students, and promote professional development for Contract Interpreters. Educate Deaf Consumers about their rights for services, accessibility, consumer advocacy and effective communication as required. Provide community, staff and sponsored events interpreting

1997 - 1999 Interpreter II, El Paso Community College  
Provide Sign Language Interpreting in a variety of subjects for Deaf Students, Tutoring and Note taking services to both deaf and hearing students with disabilities.

1999-present Interpreter Coordinator, El Paso Center for the Deaf and Hard of Hearing, Inc.  
(Same as my previous employment with EPCDHH in 1994) with the addition of billing agencies for interpreting services.

1994-present Work as a vendor for the City of El Paso.

#### **REFERENCES**

Available upon request.